



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute Contract with Diede Construction, Inc., of Woodbridge for Directional Boring and Conduit Installation (\$300,000)

**MEETING DATE:** November 21, 2012

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute contract with Diede Construction, Inc., of Woodbridge, for directional boring and conduit installation in an amount not to exceed \$300,000.

**BACKGROUND INFORMATION:** The City of Lodi Electric Utility Department (EUD) maintains approximately 123 miles of overhead power lines and 12 miles of underground cable in order to supply electric power to its customers. As part of routine maintenance and upgrades to the electric system, underground cable needs replacement. When replacing underground cable, EUD crews first attempt to pull in new conductor via plastic conduit that was buried when the system was first installed. Often times it is crushed and unusable due to aging, ground movement, or tree root intrusion. When that is the case, new conduit must be installed for the replacement cable. This is done by either trenching or directional boring. EUD staff recommends directional boring to mitigate time delays, inconvenience to the public and costly repairs to sidewalks, street and landscaping.

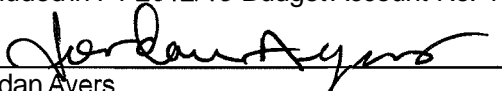
The proposed directional boring agreement covers the period of November 22, 2012 to June 30, 2013 with the option for up to three additional one-year extensions covering fiscal years 2013/14, 2014/15 and 2015/16.

The EUD advertised bid documents on October 26, 27, 2012. Four respective contractors requested bid documents. On November 7, 2012, bids were opened with the results shown on Exhibit A.

Staff reviewed the proposals and deemed Diede Construction bid the lowest and compliant with the approved specifications.

**FISCAL IMPACT:** Procurement cost not to exceed \$300,000.

**FUNDING:** Included in FY 2012/13 Budget Account No. 161650.1820

  
Jordan Ayers  
Deputy City Manager/Internal Service Director

  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Kevin Riedinger, Electric Operations Superintendent  
EAK/KR/1st

---

**APPROVED:**

  
Konrad Bartlam, City Manager

Directional Boring and Conduit Installation  
 Bid Tabulation  
 Received 11/07/2012

EXHIBIT A

	Directional Boring and Conduit Installation						
	Bid Tab						
				Diedi	Deleo	Golden	Irish
Item	Description	Unit	Est'd Qty.	Unit Price	Unit Price	Unit Price	Unit Price
1	One (1) each 6" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$44.00	\$70.25	\$56.75	\$95.86
	One (1) each 5" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$43.00	\$68.60	\$52.65	\$94.36
	One (1) each 4" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$36.00	\$44.75	\$48.75	\$92.86
	One (1) each 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$30.00	\$44.65	\$45.00	\$92.36
	Two (2) 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$37.00	\$52.45	\$50.75	\$95.36
	One (1) each 2" HDPE	LF	\$0.00	\$23.00	\$35.15	\$42.75	\$91.36
	Two (2) 2" HDPE	LF	\$0.00	\$25.00	\$36.00	\$46.00	\$93.36
	Three (3) 2" HDPE	LF	\$0.00	\$30.00	\$36.90	\$49.00	\$95.36
	One (1) ¾" HDPE	LF	\$0.00	\$22.00	\$35.00	\$42.00	\$89.36
	Two (2) ¾" HDPE	LF	\$0.00	\$23.00	\$35.00	\$45.00	\$89.36
2	Excavate, Trench, Backfill, and Compact all Excavations	LF	\$0.00	\$50.00	\$65.00	\$84.00	\$42.50
3	Asphalt Removal and Replacement as required above need for standard boring work	SF	\$0.00	\$35.00	\$32.00	\$28.75	\$32.00
4	Concrete Removal and Replacement as required above need for standard boring work	SF	\$0.00	\$35.00	\$27.00	\$34.75	\$42.24
5	Curb and Gutter Removal and Replacement	SF	\$0.00	\$32.00	\$42.00	\$56.50	\$42.00
6	Dispose of all excess material for each project	EA	\$0.00	\$250.00	\$250.00	\$650.00	\$500.00
7	Construction notification for each project	EA	\$0.00	\$81.00	\$250.00	\$725.00	\$500.00
8	Excavation Safety for each project	EA	\$0.00	\$312.00	\$250.00	\$375.00	\$500.00

---

CITY OF LOBI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LOBI, State of California, herein referred to as the "City," and \_\_\_\_\_, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The Latest Edition of
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III** - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

**ARTICLE IV** - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

**Perform the work necessary for directional boring, installing conduit, and other incidental and related work for multiple projects with a contract price of not to exceed \$300,000, all as shown on the plans and specifications for the above project.**

#### UNIT PRICE ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	Bore and install conduit as follows:		
	One (1) each 6" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>44.00</u>
	One (1) each 5" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>43.00</u>
	One (1) each 4" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>36.00</u>
	One (1) each 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>30.00</u>

UNIT PRICE ITEMS (CONT.)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Two (2) 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>37.00</u>
	One (1) each 2" HDPE	LF	\$ <u>23.00</u>
	Two (2) 2" HDPE	LF	\$ <u>25.00</u>
	Three (3) 2" HDPE	LF	\$ <u>30.00</u>
	One (1) ¾" HDPE	LF	\$ <u>22.00</u>
	Two (2) ¾" HDPE	LF	\$ <u>23.00</u>
2.	Excavate, Trench, Backfill, and Compact all Excavations	LF	\$ <u>50.00</u>
3.	Asphalt Removal and Replacement as required above need for standard boring work	SF	\$ <u>35.00</u>
4.	Concrete Removal and Replacement as required above need for standard boring work	SF	\$ <u>35.00</u>
5.	Curb and Gutter Removal and Replacement	SF	\$ <u>32.00</u>
6.	Dispose of all excess material for each project	EA	\$ <u>250.00</u>

UNIT PRICE ITEMS (CONT.)

ITEM			
NO.	DESCRIPTION	UNIT	UNIT PRICE
7.	Construction notification for each project	EA	\$ <u>81.00</u>
8.	Excavation Safety for each project	EA	\$ <u>312.00</u>

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days and to diligently prosecute to completion within 60 WORKING DAYS for each project submitted within the one-year term of this contract.

ARTICLE IX - This agreement may be extended for three (3) additional one-year terms at the City's option on the same terms and conditions as set forth herein. City shall exercise its option in writing 30 days before the expiration of this agreement.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6.5 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_  
Randi Johl  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney  
Janice D. Magdich, Deputy City Attorney



RESOLUTION NO 2012-183

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE CONTRACT FOR DIRECTIONAL  
BORING AND CONDUIT INSTALLATION

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 7, 2012, at 11:00 a.m., for directional boring and conduit installation, described in the specifications thereof, approved by the City Council on October 3, 2012; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as shown in Exhibit A; and

WHEREAS, staff recommends awarding the contract for directional boring and conduit installation to the low bidder and local vendor, Diede Construction, Inc., of Woodbridge, in the amount not to exceed \$300,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the award of the contract for directional boring and conduit installation to Diede Construction, Inc., of Woodbridge, in the amount not to exceed \$300,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-183 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,  
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk



Directional Boring and Conduit Installation  
 Bid Tabulation  
 Received 11/07/2012

EXHIBIT A

	Directional Boring and Conduit Installation						
	Bid Tab						
				Diedi	Deleo	Golden	Irish
Item	Description	Unit	Est'd Qty.	Unit Price	Unit Price	Unit Price	Unit Price
1	One (1) each 6" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$44.00	\$70.25	\$56.75	\$95.86
	One (1) each 5" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$43.00	\$68.60	\$52.65	\$94.36
	One (1) each 4" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$36.00	\$44.75	\$48.75	\$92.86
	One (1) each 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$30.00	\$44.65	\$45.00	\$92.36
	Two (2) 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$37.00	\$52.45	\$50.75	\$95.36
	One (1) each 2" HDPE	LF	\$0.00	\$23.00	\$35.15	\$42.75	\$91.36
	Two (2) 2" HDPE	LF	\$0.00	\$25.00	\$36.00	\$46.00	\$93.36
	Three (3) 2" HDPE	LF	\$0.00	\$30.00	\$36.90	\$49.00	\$95.36
	One (1) ¾" HDPE	LF	\$0.00	\$22.00	\$35.00	\$42.00	\$89.36
	Two (2) ¾" HDPE	LF	\$0.00	\$23.00	\$35.00	\$45.00	\$89.36
2	Excavate, Trench, Backfill, and Compact all Excavations	LF	\$0.00	\$50.00	\$65.00	\$84.00	\$42.50
3	Asphalt Removal and Replacement as required above need for standard boring work	SF	\$0.00	\$35.00	\$32.00	\$28.75	\$32.00
4	Concrete Removal and Replacement as required above need for standard boring work	SF	\$0.00	\$35.00	\$27.00	\$34.75	\$42.24
5	Curb and Gutter Removal and Replacement	SF	\$0.00	\$32.00	\$42.00	\$56.50	\$42.00
6	Dispose of all excess material for each project	EA	\$0.00	\$250.00	\$250.00	\$650.00	\$500.00
7	Construction notification for each project	EA	\$0.00	\$81.00	\$250.00	\$725.00	\$500.00
8	Excavation Safety for each project	EA	\$0.00	\$312.00	\$250.00	\$375.00	\$500.00